

General Terms and Conditions for Academy Services

1. Scope

(1) These general terms and conditions shall be applicable to the preparation, implementation and evaluation of Academy services that include in-house and public trainings, personnel certification programs, e-learnings and live online trainings/virtual classes. - provided by TÜV Rheinland Philippines, Inc. - hereinafter referred to as the "Organizer."

2. Effectivity of contract and registration

(1) The prices and training offerings published on the website of the Organizer do not yet represent a binding offer on the part of the Organizer. They can be withdrawn or changed by the Organizer at any time before the acceptance of the contract partner's order.

(2) For face-to-face training programs, the contract is final as soon as the Organizer confirms the registration in writing (including confirmation by electronic means).

(3) For e-learnings and live online trainings/virtual classes, the contract is deemed to be in effect when the Organizer has already sent the contract partner the access data (user name, link, and password).

(4) Although the Organizer endeavors to ensure the availability of the courses displayed in the website and official social media channels, it cannot guarantee that all courses will be available at the time of the order. If the Organizer is not able to fulfil the client's order, it can reject it without further liability. In this case, the Organizer will inform the client and reimburse all payments already made.

(5) In the event that the minimum number of participants/enrolment/registration is not fulfilled, the Organizer can cancel, postpone or reschedule the training engagement.

3. Admission requirements

(1) The interested party or participant is solely responsible for complying with the admission requirements.

(2) Insofar as admission requirements exist, the Organizer is not obliged, but entitled, to check whether the participant meets the necessary admission requirements. For this

purpose, the participant must submit the necessary documents upon request.

(3) For all Personnel Certification (PersCert) and accredited programs, participants shall take the pre-assessment as part of the admission requirements

4. Implementation

(1) The Organizer is entitled to determine the method and type of service provision at its own discretion in accordance with the training program/course outline.

(2) The use of subcontractors, in particular lecturers and speakers/trainers for the provision of services does not require the consent of the client.

(3) The Organizer reserves the right to change speakers/trainers and / or to relocate or change the program schedule, provided this does not fundamentally change the event objective/s.

(4) Changes to the contents that modify the course objective are permissible if they are made with the consent or upon the request of both parties.

(5) Statements and explanations about the professional training, PersCert, and accredited training services in advertising materials as well as on the website of the Organizer and in the documentation are intended solely as a description of training programs.

(6) In the event that there are changes to the training venue due to health and safety reasons and/or any fortuitous events, adjustment to the training duration may be made as the need arises.

(7) For Personnel Certification (PersCert) and accredited training (IRCA, etc.) courses, participants shall attend the required number of days to be eligible for taking the certification examination as stated in the approved examination regulations.

(8) For Personnel Certification (PersCert) and accredited training (IRCA, etc.) courses, examinations shall be taken either through face-to-face or through online proctored appointment (OPA) or onsite test event (OTE). Participants who will fail in any of the certification examinations may take the resit (re-examination) within 30 days after the release of results.

(9) Personnel Certification (PersCert) is valid until 3 years after the release of certificate and signet subject to renewal.

(10) For IRCA LATC training courses, the certificate is valid for a period of five (5) years from the last day of course attendance.

(11) The e-learning courses are generally available seven days a week for 24 hours a day, with a guaranteed availability of 98% within the calendar year. The availability is calculated according to the formula: availability = (total time - total downtime) / total time.

(12) For live online/e-Learning courses/virtual classes, the access data is only valid for one user. The client/participant is obliged to keep the access data and the passwords confidential so as to prevent the third parties from unauthorized access to the courses.

5. Obligations of the client/participant

(1) The client/participant shall undertake to observe the house rules applicable to the training; to follow the instructions of the trainers and training staff as well as the representatives of the Organizer and its free agents; and to regularly take part in the face-to-face and online training events.

(2) The client/participant is responsible for checking the technical requirements for access to the courses and the LOT with regard to the hardware and operating system software used, the connection to the Internet including ensuring the connection speed, the current browser software and the acceptance of the cookies transmitted by the Organizer's server and bears all costs in connection with the fulfilment of these requirements. The Organizer shall inform the contract partner of the browser to be used. The Organizer shall not be held liable for any failure of the participants to attend any training program due to issues on internet connection requirements and hardware/software specifications.

6. The participant's/ client's obligation during the training events

(1) The client/participant shall take all necessary acts of

cooperation before, during and after the conduct of the training.

(2) Training documents, aids, equipment, training rooms, etc. required for performing the services are to be made available free of charge, unless otherwise agreed upon. In addition, the cooperation activities of the client must comply with the applicable legal provisions, standards, health and safety regulations.

(3) For in-house trainings (Face to face/Virtual), in the event that the number of participants has exceeded number agreed based on the written agreement and work has to be repeated or delayed as a result of late, incorrect or incomplete information, the Organizer is hereby entitled to invoice these additional expenses.

7. Confirmation of schedule for training and certification events

(1) The contractually agreed service periods and dates for in-house events are based on estimates of the scope of work and the information provided by the client. They are only binding if confirmed by the Organizer in writing.

(2) Insofar as the schedule has been confirmed in writing, it would take effect once the client has submitted all the necessary documents. This also applies according to the agreed dates of submission. The client's request for extension of deadline of submission is subject to approval of the Organizer.

8. Rights of use of Organizer's proprietary materials

(1) There is no explicit or implied assignment or granting of permits or rights to training documents, software, copyrights, rights of use, brands or trademarks or their applications, unless otherwise subsequently agreed upon.

(2) The Organizer has the exclusive use of copyrights, rights of use and /or property rights to training documents for further improvement of the systems, software, processes and methods developed by the organizer and/or its free agents.

(3) Any commercial transfer like selling, renting, leasing or lending of courses as well as their contents or documents is not permitted.

(4) Seminar documents handed over to the clients or participants become their property for internal use only. Said documents cannot be copied, processed, distributed or used for public reproduction without the written consent of the Organizer. In this regard, the clients shall sign a waiver on

the use of training materials and copies of applicable standards (e.g. ISO 9001)

(5) As far as necessary for the provision of the service, the Organizer grants the client the right of use of the work results limited in terms of content to the purpose of the contract, within the jurisdiction of the Republic of the Philippines. The same applies to the services to be provided in the fulfilment of the contract, for which the Organizer has an exclusive right of use.

(6) If the Organizer customizes an individual training design for the client, especially in the context of in-house events, the client receives the non-exclusive, locally unrestricted, non-transferable right to use the related documents for the duration of the contract only. The client is not entitled to change the documents/training materials without prior written approval of the Organizer.

(7) The logos, brands and symbols protected in favor of the Organizer may only be used for advertising purposes with the necessary usage authorization taking into account the specified type of representation. In case of doubt, an authorization should be requested from the Organizer, unless the type of representation is contractually stated.

(8) Candidates who have successfully been certified in any of the Personnel Certification (PersCert) programs are additionally granted the use of Test Mark Signet with personal ID for advertising purposes (after recognition of terms and conditions of use). The rights of use do not include the use of other logos, brands and other intellectual property rights of Personnel Certification (PersCert) TÜV or affiliated companies according to §§ 15 ff of the German Stock Corporations Act (AktG), in particular not the use of the word or picture brand of TÜV Rheinland.

(9) It is not permitted for unauthorized third parties to collect elements of the computer programs belonging to the courses, to reproduce them, to copy them to other data carriers and/or to save them on retrieval systems.

(10) The use of the e-learning course license is limited to a period of 90 days from receipt of the access data (user name and password), unless a different duration is specified in the program content. The Organizer is entitled to take technical measures to prevent use beyond the contractually permissible scope, in particular to install appropriate access barriers.

(11) For e-learning and live online training courses, the client/participant is not entitled to use devices, programs or other means which serve to intervene or alter the technical measures of the Organizer. In the event of a breach by the client/participant, the Organizer is entitled to immediately

block his/her access to the courses.

9. Cancellation of trainings by the client / participant

(1) Cancellation of trainings by the client / participant later than 2 weeks before the start of the event is subject to a penalty of 50% of the participation fee as cancellation costs. The full participation fee must be paid for cancellation later than 1 week before the start of the event. The nomination of a substitute participant is acceptable as long as the training service has not yet started and the person being nominated meets the admission requirements.

(2) Training cancellation by the participant shall be made in writing addressed to the Organizer.

10. Cancellation of schedule and changes to the scope of the training program by the organizer

(1) The Organizer reserves the right to cancel confirmed or started training services due to the unfavorable health condition of teachers/trainers as well as other disruptions in business operations. In this case, participation fees already paid will be reimbursed. The participants concerned will be informed immediately. Further claims are excluded (e.g. transportation, accommodation)

11. Terms of payment

(1) The participation fee is due upon receipt of the invoice without any deductions. Payment is made to the Organizer's account stated in the invoice indicating the invoice number and customer number.

(2) Payment should be settled on or before the first day of training. Unpaid accounts should be settled within 30 working days. A two (2%) percent interest shall be charged to late payments on a monthly basis until full payment.

(3) If the client fails to settle the payment despite the setting of a reasonable grace period, the Organizer can withdraw from the contract and retrieve the certificate issued.

(4) Objection/s to the Organizer's invoices shall be made in writing within 2 weeks upon receipt of the invoice.

12. Liability

Irrespective of the legal basis and in the event of a breach of contractual obligations and tort, the liability of TÜV Rheinland Philippines, Inc. for all damages, losses and reimbursement of expenses caused by legal representatives

and/or employees of TÜV Rheinland Philippines, Inc. shall be limited to:

- (1) in the case of contract with a fixed overall fee, 1.5 times the fee for the entire contract;
- (2) in the case of contracts for annually recurring services to the agreed annual fee;
- (3) in the case of contracts expressly charged on a time and material basis to a maximum of 1.5 times the annual fees and
- (4) in the case of framework agreements that provide for the possibility of placing individual orders, to an amount equal to 1.5 times the fee for the individual order under which the damage occurred. The maximum liability of TÜV Rheinland Philippines, Inc. is limited in any event of damage or loss 1.5 times the Total Contract Price.

13. Installment payments

For training services with a duration of more than 6 months payment in installment may be agreed upon separately.

14. Termination

- (1) Termination is possible if both parties have agreed to end the contract and the intent to terminate must be made in writing whereby reasons are specifically stated.
- (2) Conditions of the termination may be as follows:

- a. The persistent or serious disruption of the training performance by the participant; or
- b. Repeatedly unexcused absences from the training program

- (3) In case of termination under Clause 14.2 above, the client shall pay the participation fee in full within 30 working days upon receipt of invoice. A 2 % (two percent) interest shall be charged to late payments on a monthly basis until full payment.

15. Force Majeure

(1) In the event of force majeure, both parties are entitled to terminate the contract. Claims for damages, in particular the reimbursement of travel or accommodation costs as well as loss of work, are excluded. The following events in particular are deemed to be force majeure: war, orders by force majeure, sabotage, strikes and lockouts, natural disasters, epidemics, geological changes and their influences.

(2) Each contracting party is obliged to notify the other party in writing with all details immediately after a case of force majeure. In addition, the parties shall advise on appropriate measures concerning the matter.

16. Place of fulfilment / place of jurisdiction / subsidiary agreements / written form

- (1) The venue of the training is the event location duly notified to the participant in writing.
- (2) Philippine law applies exclusively to legal disputes arising from or in connection with this contract or agreement.
- (3) The place of jurisdiction for all disputes arising from contracts and agreements shall be the Philippines and the same shall be governed by, construed, and enforced in accordance with the laws of the Philippines.
- (4) All amendments and addendums to contracts or agreements must be made in writing.
- (5) Should one or several provisions of a contract be null and void or become ineffective, the contracting parties shall replace the invalid provision with a legally valid one that comes closest to its content in legal and commercial terms.

17. Data protection

In conjunction with RA 10173 also known as the Data Privacy Act of 2012, the client as a data subject shall sign a Data-Sharing Agreement and/or Data Consent Form whichever is applicable to willfully consent and give permission to the Organizer to the release and processing needed personal data (personal information and sensitive personal information) for training and certification purposes only; and to take photos and video recordings in in-house and public training events for documentation and advertising purposes only.

18. Confidentiality

1. For the purpose of this agreement, "confidential information" means all information, documents, images, drawings, know-how, data, samples and project documentation which one party (the "disclosing party") hands over, transfers or otherwise discloses to the other party (the "receiving party"). Confidential information also includes paper copies and electronic copies of such information. For the avoidance of doubt,

Confidential Information shall include information that a reasonable person would consider confidential or proprietary under the circumstances.

2. For Personnel Certification (PersCert), IRCA and other accredited training courses, the participants shall sign a non-disclosure agreement (NDA) so as to preserve the integrity and confidentiality of the certification examination process.